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**CITY OF MINNEAPOLIS**

**And**

**CITY EMPLOYEES' UNION, LOCAL UNION  
NO. 363 a/w LABORERS' INTERNATIONAL  
UNION OF NORTH AMERICA, AFL-CIO  
(LABORERS UNIT)**

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**LETTER OF AGREEMENT  
Winter Work Reserve Pool**

**WHEREAS**, the City of Minneapolis (hereinafter "Employer") and the City Employees' Union, Local Union No. 363 a/w Laborers' International Union Of North America, AFL-CIO (Laborers Unit), (hereinafter "Union") are parties to a Collective Bargaining Agreement that is currently in force; and

**WHEREAS**, the Parties desire to develop a "Reserve" pool of qualified employees that may be called upon to supplement the snow and ice control needs of the City of Minneapolis;

**NOW, THEREFORE BE IT RESOLVED**, that the parties agree as follows for the period of approximately Thanksgiving through approximately April 1, 2010:

The following terms and conditions shall govern the utilization of Laborers who are selected to be in the "Reserve Pool".

**1. Schedules/Bidding**

- a. The Employer shall establish schedules that include two (2) 12-hour shifts per day, 7 days per week. Reserve Pool employees shall commit to be "available" 5 days/week for one (1) 12-hour shift each day. Shifts shall be bid in order of seniority.

**2. Benefits**

- a. Employer subsidized or Employer paid benefits: The Employer shall continue benefits for "Reserve Pool" employees the same as all other seasonal employees.
- b. Sick and vacation leave accrual: "Reserve Pool" employees shall accrue sick and vacation leave based on the straight time hours actually worked.

**3. Call-out Order**

- a. Snow/ice control work shall be assigned in the following general order:
  - i. Regular (Core and supplemental) employees working their regular shift.
  - ii. Reserve employees on "Available" status in seniority order.

**4. Wages**

- a. Laborer's in the Reserve Pool shall be compensated at the rate of \$86.80 per day (hereinafter "Availability Pay") for their commitment to be

"available" to provide service as specified in section "6" below in this same section.

- b. Wage rates, including "detail" pay, shall apply for hours actually worked as outlined in the CBA.
- c. A "Shift Differential", as defined in the CBA, shall be paid to employees for all hours actually worked on the qualifying shift.
- d. "Availability Pay" for each day actually worked shall be deducted from wages earned, but in no case shall compensation in one day be less than the equivalent "Availability pay"; however, when employees are called to work, it shall be for a minimum of eight (8) hours.

5. Holidays

- a. Employees scheduled for "Availability" on Employer designated holidays shall be relieved of their "Availability" commitment on an alternate day assigned by the Employer with input from the Union.
- b. Hours actually worked on Dec. 25 and Jan. 1 shall be compensated at 1.5 times the regular hourly wage.

6. Available

- a. "Available" means the employee is obligated to report to work within a reasonable time when called by the Employer during his/her scheduled shift. "Reasonable" shall be determined by the Employer based on the timing of the call and the need for service along with the geographic proximity of his/her primary domicile.
- b. "Reserve Pool" employees shall be "Available" during their scheduled shifts, on December 25 and January 1, and for all declared Snow Emergencies. "Reserve Pool" employees may be called at times other than their scheduled shift but shall have no obligation to respond.
- c. An employee may remove him/herself from "Available" status when sick or during approved vacation leave. When an employee removes him/herself from "Available" status, the employee shall use 4 hours of sick or vacation time per day of unavailability. The employee shall accrue benefits for vacation and sick time actually used.
- d. "Available" employees not responding when called during his/her scheduled shift shall have the following penalties:
  - i. 1<sup>st</sup> incident - Warning
  - ii. 2<sup>nd</sup> incident - Penalty of 3 days Availability pay (\$260.40) to be implemented during the following two week work period following finalization without a change in "availability" expectation.
  - iii. 3<sup>rd</sup> incident - subject to termination from the Reserve Pool

**THE PARTIES** have caused this Letter of Agreement to be executed by their duly authorized representative whose signature appears below.

**FOR THE CITY OF MINNEAPOLIS:      FOR THE UNION:**

  
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Timothy O. Giles      Date  
Director, Employee Services

 9/24/09  
\_\_\_\_\_  
Austin Gillespie      Date  
Business Manager